

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

AKORN HOLDING COMPANY LLC, *et al.*<sup>1</sup>

Debtors.

Chapter 7

Case No. 23-10253 (KBO)  
(Jointly Administered)

**Re D.I. 106, 137, 273, 283**

**FIRST AMENDMENT TO  
ASSET PURCHASE AGREEMENT**

**dated as of June 7, 2023**

**BY AND BETWEEN**

**HIKMA PHARMACEUTICALS USA INC., BUYER AND GEORGE L. MILLER, THE CHAPTER 7 TRUSTEE  
OF THE ESTATES OF AKORN HOLDING COMPANY LLC, AKORN INTERMEDIATE COMPANY LLC AND  
AKORN OPERATING COMPANY LLC AS SELLER**

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**Exhibit “A”**

**First Amendment to Asset Purchase Agreement  
Amended Schedule 2.1(a) and  
Amended Schedule 2.4(b)**

**Exhibit “B”**

**Redline Amended Schedule 2.1(a) and  
Redline Amended Schedule 2.4(b)**

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<sup>1</sup> The Debtors in these chapter 7 cases, along with the last four digits of their federal tax identification numbers, and cases numbers are Akorn Holding Company LLC (9190), Case No. 23-10253 (KBO); Akorn Intermediate Company LLC (6123), Case No. 23-10254 (KBO); and Akorn Operating Company LLC (6184), Case No. 23- 10255. The Debtors’ headquarters is located at 5605 CenterPoint Court, Gurnee, IL 60031.

Dated: June 7, 2023

COZEN O'CONNOR

/s/ John T. Carroll III  
John T. Carroll, III (DE No. 4060)  
Simon E. Fraser (DE No. 5335)  
1201 N. Market Street  
Suite 1001  
Wilmington, DE 19801  
(302) 295-2000 Phone  
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[sfraser@cozen.com](mailto:sfraser@cozen.com)

*Counsel for the Trustee*  
*George L. Miller*

# EXHIBIT “A”

**FIRST AMENDMENT  
TO ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is dated and entered into as of June 7, 2023, by and between Hikma Pharmaceuticals USA Inc., ("Purchaser" or "Hikma"), George L. Miller, the chapter 7 trustee (the "Trustee" or "Seller") of the chapter 7 estates (collectively, the "Estates") of Akorn Holding Company LLC ("Holdings"), Akorn Intermediate Company LLC ("Intermediate") and Akorn Operating Company LLC ("Operating," and together with Holdings and Intermediate, "Debtors" and each entity individually, a "Debtor").

WHEREAS, the Purchaser and the Trustee entered into that certain Asset Purchase Agreement, dated as of May 25, 2023 [Dkt. No. 273] (the "Purchase Agreement"), pursuant to which the Trustee agreed to sell, convey, assign and transfer to the Purchaser, and the Purchaser agreed to purchase and acquire from the Trustee, the Purchased Assets set forth on Purchaser's *Schedule 2.1(a)*, attached thereto, upon the terms, in the manner and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Purchaser and the Seller desire to make certain modifications and amendments to the Purchase Agreement solely as it relates to the Purchaser, which modifications and amendments are set out in this Amendment; and

WHEREAS, the Purchaser and Seller desire that all other terms and conditions of the Purchase Agreement remain in full force and effect.

NOW, THEREFORE, upon the terms and conditions set forth herein, the parties hereto, intending to be legally bound, and subject to Bankruptcy Court approval, hereby agree as follows:

1. General. The background set forth above is hereby incorporated by this reference and made a part hereof. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Purchase Agreement.

2. Amendment Limited to Hikma. This Amendment shall amend the Purchase Agreement only as it relates to Hikma. The Purchase Agreement shall remain in full force and effect as it relates to all other Purchasers. References in this Amendment to the Purchase Agreement shall mean the Purchase Agreement only as it relates to Hikma.

3. Amendments.

(a) Section 3.1(a) Purchase Price. Section 3.1(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

*"The aggregate consideration for the sale and transfer of the Purchased Assets to Hikma will be (a) Fifty-Nine Million Two Hundred Sixty Thousand Dollars (\$59,260,000 USD) in cash (the "Hikma Purchase Price"), plus (b) the Cure Amounts related to the Assumed Contracts/Leases set forth on the Amended Hikma Schedule 2.1(a) (including, subject to entry of the Second Assumption Order, the Cure Amounts related to the Added Contract(s)/Lease(s) identified on Amended Hikma Schedule 2.4(b)), plus (c) the assumption by Hikma of the Assumed Liabilities solely to the extent related to Hikma's Purchased Assets."*

(b) HIKMA Schedule 2.1(a). HIKMA Schedule 2.1(a), attached to and made part of the

Purchase Agreement, is hereby replaced in its entirety with the attached Amended Hikma Schedule 2.1(a).

(c) HIKMA Schedule 2.4(b). HIKMA Schedule 2.4(b), attached to and made part of the Purchase Agreement, is hereby replaced in its entirety with the attached Amended Hikma Schedule 2.4(b).

4. Bankruptcy Court Approval. This Amendment is subject to Bankruptcy Court Approval, and to the terms of any order of the Bankruptcy Court approving this Amendment and the Purchase Agreement.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.


6. Effect of Amendment; Counterparts. This Amendment shall be deemed incorporated into and made a part of the Purchase Agreement. The provisions of this Amendment shall constitute an amendment to the Purchase Agreement, and to the extent that any term or provision of this Amendment may be deemed expressly inconsistent with any term or provision in the Purchase Agreement, this Amendment shall govern and control. Except as expressly modified by the terms of this Amendment, all of the terms, conditions and provisions of the Purchase Agreement are hereby ratified and the Purchase Agreement remains in full force and effect. This Amendment may be executed by facsimile or PDF signature and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when the counterparts have been signed by each of the parties and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**SELLER:**

GEORGE L. MILLER, AS TRUSTEE FOR THE  
ESTATES

By:   
Name: George L. Miller  
Title: Trustee

**PURCHASER:**

HIKMA PHARMACEUTICALS USA INC.

By: \_\_\_\_\_  
Name: Brian Hoffmann  
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

**SELLER:**

GEORGE L. MILLER, AS TRUSTEE FOR THE  
ESTATES

By: \_\_\_\_\_  
Name: George L. Miller  
Title: Trustee

**PURCHASER:**

HIKMA PHARMACEUTICALS USA INC.

By: \_\_\_\_\_  
DocuSigned by:  
*Brian Hoffmann*  
Name: Brian Hoffmann  
Title: President

**AMENDED HIKMA**  
***Schedule 2.1(a)***

**PURCHASED ASSETS**

The Purchased Assets include all of the Estates' right, title and interest in and to, in each case with respect to the Products and/or Abbreviated New Drug Applications listed below:

1. other than any Documents whose transfer to Purchaser is prohibited by applicable Law, all Documents, including all Regulatory Documentation;
2. all rights of the Debtors or Estates against third parties (including suppliers, vendors, merchants, manufacturers and counterparties to leases, licensees, licensors of any Debtor) arising under or related to any Assigned Contract, Purchased Asset or Assumed Liability, including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates, and rebates owed by Governmental Entities), demands, allowances, refunds, rights of set off, rights of recovery, rights of subrogation, rights of recoupment, rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties or other similar rights, in each case with respect to the Assumed Liabilities or arising from the ownership or operation of any Purchased Assets;
3. to the extent transferable under applicable Law, all Permits, and all of the rights, interests and benefits accruing under such Permits or pending applications therefor;
4. all intellectual property owned by the Debtors or Estates related to the Purchased Assets, all rights to collect royalties and proceeds in connection therewith, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such intellectual property and any and all corresponding rights that, now or hereafter, may be secured throughout the world in respect of such intellectual property;
5. all goodwill and general intangible assets and rights of the Debtors or Estates to the extent relating to the other Purchased Assets or Assumed Liabilities;
6. all Product Registrations, Registration Information, and all other data and information regarding the development and commercialization of the Products, including all safety and efficacy databases, clinical data, non-clinical data and related books and records;
7. all rights and obligations under non-disclosure, confidentiality, and similar arrangements with (or for the benefit of) employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the Bankruptcy Case and the Auction contemplated by the Bidding Procedures Order);
8. all avoidance actions under Chapter 5 of the Bankruptcy Code to the extent relating to the Purchased Assets and/or Assumed Liabilities, including actions relating to vendors and service providers that are counterparties to Assigned Contracts or relating to Assumed Liabilities;
9. all other Product Registrations, Registration Information, Documents, intellectual property or other intangible assets not purchased by any other successful purchaser at the Auction; and
10. Products/Abbreviated New Drug Applications:

76290	Amityville	Lido/Prilo
77847	Amityville	Dorzolamide-Timolol
203051	Amityville	Bimatoprost (Latisse)



**AMENDED HIKMA**  
***Schedule 2.1(a)***

203299	Amityville	Bimatoprost (Latisse)
40014	Amityville	Lidocaine Solution
77570	Amityville	Fluticasone Rx
40401	Amityville	Prednisolone
208024	Amityville	Fluticasone OTC
77026	Amityville	Acyclovir
74060	Amityville	Valproic Acid
209871	Amityville	Clobetasol Shampoo
208849	Amityville	Betamethasone Dipr (aug) Lotion
74650	Amityville	Sulfameth
77579	Amityville	Calcipotriene
203960	Amityville	Megestrol
78270	Amityville	Ciclopirox
40010	Amityville	Hydroxyzine
40027	Amityville	Promethazine
213757	Amityville	Olopatadine Nasal spray
77846	Amityville	Dorzolamide
75163	Amityville	Timolol
205438	Amityville	Trifluridine
203189	Amityville	Gatifloxacin 0.5%
74749	Amityville	Albuterol Oral
75183	Amityville	Prednisolone
74731	Amityville	Minoxidil
74076	Amityville	Lactulose
90601	Amityville	Levetiracetam
200169	Amityville	Lorazepam Oral Conc
208809	Amityville	Morphine
208795	Amityville	Oxycodone
208817	Amityville	Oxycodone
40151	Amityville	Promethazine
40674	Amityville	Promethazine
40675	Amityville	Promethazine
76616	Amityville	Ofloxacin Otic
12179	Amityville	Acetic Acid Otic
209484	Amityville	Diclofenac Gel
209896	Amityville	Betamethasone Dipro Lotion
76141	Amityville	Clobetasol Gel
75325	Amityville	Clobetasol Emulsion
74220	Amityville	Clobetasol Cream
74221	Amityville	Clobetasol Ointment
74222	Amityville	Clobetasol Solution
208836	Amityville	Desonide
65028	CMO	Rifampin Capsules
	CMO	Nelarabine
	CMO	Enrofloxacin Tab
75602	CMO	Aminocaproic Tablets
15197	CMO	Aminocaproic Tablets
15230	CMO	Aminocaproic Oral Solution

**AMENDED HIKMA**  
***Schedule 2.1(a)***

79217	CMO	Dronabinol
20837	CMO	Xopenex
81319	CMO	Pyrazinamide
201422	CMO	Tobramycin Inhalation
	CMO	Enrofloxacin 100mg
	CMO	Phytonadione
	CMO	Tulathromycin 100mg
	CMO	Calcium Gluconate
	CMO	Doramectin Inj
	CMO	Fluorometholone
	CMO	Vet Private Label
	CMO	Cefpodoxime Tab
	CMO	Protriptyline
77399	CMO	Levocarnitine Tablets
40881	CMO	Lortab
65220	CMO	Neomycin Sulfate
40251	CMO	Trihexyphenidyl
	CMO	Triamcinolone

**LIST OF ASSIGNED CONTRACTS/LEASES**

	<b>Name of Agreement</b>	<b>Counterparty</b>
1.	[intentionally omitted]	
2.	[intentionally omitted]	
3.	[intentionally omitted]	
4.	[intentionally omitted]	
5.	[intentionally omitted]	
6.	[intentionally omitted]	
7.	[intentionally omitted]	
8.	[intentionally omitted]	
9.	[intentionally omitted]	
10.	[intentionally omitted]	
11.	License and Supply Agreement entered into as of December 22, 2021 by and between Galenicum Health SLU and Akorn Operating Company, LLC	Galenicum Health, S.L.U.
12.	[intentionally omitted]	
13.	[intentionally omitted]	
14.	Transfer and Scale-Up Agreement as of March 27, 2020 between Haupt Pharma Wolfratshausen GmbH, a member of the Aenova Group and Calyptus Pharmaceuticals Inc.	Haupt Pharma Wolfratshausen GmbH, a member of the Aenova Group
15.	Distribution & Marketing Agreement dated April 5, 2022 by and between Intas Pharmaceuticals Limited and Akorn Operating LLC d/b/a Akorn Animal Health and Accord Healthcare Inc.	Intas Pharmaceuticals Limited

**AMENDED HIKMA**  
***Schedule 2.1(a)***

	<b>Name of Agreement</b>	<b>Counterparty</b>
16.	[intentionally omitted]	
17.	[intentionally omitted]	
18.	Letter to Mikart Inc. dated October 18, 2013 titled “Re: Use of Lortab® Mark” dated re: Mikart Inc. and ECR Pharmaceuticals Inc. Manufacturing and Supply Agreement dated July 19, 2007	Mikart, Inc.
19.	Manufacturing and Supply Agreement dated April 1, 2005 by and between VersaPharm Incorporated and Mikart, Inc. – Pyrazinamide (VDR # 5.4.9.2.4.6)	Mikart, Inc.
20.	Agreement for Purchase of ANDAs for Aminocaproic Acid 500mg Tablets and Aminocaproic Acid 1.25g per 5 mL Oral Solution dated April 14, 2015 by and between Mikart, Inc. and VersaPharm Incorporated	Mikart, Inc.
21.	First Amendment to Manufacturing and Supply Agreement dated September 5, 2008 by and between Mikart, Inc. and VersaPharm Incorporated	Mikart, Inc.
22.	Agreement and Second Amendment to Manufacturing and Supply Agreement dated August 17, 2016 by and between Mikart, Inc. and Akorn, Inc. – Pyrazinamide (VDR # 5.4.9.2.4.8)	Mikart, Inc.
23.	[intentionally omitted]	
24.	Exclusive Manufacturing Supply Agreement as of June 25, 2013 between Akorn, Inc. and Niagara Pharmaceuticals Inc.	Niagara Pharmaceuticals Inc.
25.	[intentionally omitted]	
26.	[intentionally omitted]	
27.	[intentionally omitted]	
28.	[intentionally omitted]	
29.	[intentionally omitted]	
30.	[intentionally omitted]	
31.	[intentionally omitted]	
32.	[intentionally omitted]	
33.	[intentionally omitted]	
34.	[intentionally omitted]	
35.	[intentionally omitted]	
36.	[intentionally omitted]	
37.	[intentionally omitted]	
38.	[intentionally omitted]	
39.	[intentionally omitted]	
40.	[intentionally omitted]	
41.	[intentionally omitted]	
42.	[intentionally omitted]	
43.	[intentionally omitted]	
44.	[intentionally omitted]	

**AMENDED HIKMA**  
***Schedule 2.1(a)***

	<b>Name of Agreement</b>	<b>Counterparty</b>
45.	First Amendment to Tech Transfer and Commercialization Agreement as of February 12, 2021 between Akorn Operating Company LLC (d.b.a. Akorn Animal Health, Inc.) and Tetraxen Animal Health ULD, dba Vetio	Tetraxen Animal Health ULD, dba Vetio
46.	Tech Transfer and Commercialization Agreement as of November 10, 2020 between Akorn Operating Company LLC (d.b.a. Akorn Animal Health, Inc.) and Tetraxen Animal Health ULD, dba Vetio	Tetraxen Animal Health ULD, dba Vetio
47.	[intentionally omitted]	
48.	Tech Transfer and Commercialization Agreement as of April 22, 2021 between Akorn Operating Company LLC and TriRx Pharmaceutical Services	TriRx Pharmaceutical Services
49.	[intentionally omitted]	
50.	[intentionally omitted]	
51.	[intentionally omitted]	
52.	[intentionally omitted]	
53.	[intentionally omitted]	
54.	[intentionally omitted]	
55.	[intentionally omitted]	
56.	[intentionally omitted]	
57.	[intentionally omitted]	
58.	[intentionally omitted]	
59.	[intentionally omitted]	
60.	[intentionally omitted]	
61.	[intentionally omitted]	
62.	[intentionally omitted]	
63.	[intentionally omitted]	
64.	[intentionally omitted]	
65.	[intentionally omitted]	
66.	[intentionally omitted]	
67.	[intentionally omitted]	
68.	[intentionally omitted]	
69.	[intentionally omitted]	
70.	[intentionally omitted]	
71.	[intentionally omitted]	
72.	[intentionally omitted]	
73.	[intentionally omitted]	
74.	[intentionally omitted]	
75.	[intentionally omitted]	
76.	[intentionally omitted]	
77.	[intentionally omitted]	
78.	[intentionally omitted]	
79.	[intentionally omitted]	

**AMENDED HIKMA**  
***Schedule 2.1(a)***

	<b>Name of Agreement</b>	<b>Counterparty</b>
80.	[intentionally omitted]	
81.	[intentionally omitted]	
82.	[intentionally omitted]	
83.	[intentionally omitted]	
84.	[intentionally omitted]	
85.	[intentionally omitted]	
86.	[intentionally omitted]	
87.	[intentionally omitted]	
88.	[intentionally omitted]	
89.	[intentionally omitted]	
90.	[intentionally omitted]	
91.	[intentionally omitted]	
92.	[intentionally omitted]	
93.	[intentionally omitted]	
94.	[intentionally omitted]	
95.	[intentionally omitted]	
96.	[intentionally omitted]	
97.	[intentionally omitted]	
98.	[intentionally omitted]	
99.	[intentionally omitted]	

**AMENDED HIKMA**  
***Schedule 2.4(b)***

**Preliminary List of Added Contract(s)/Lease(s)**

23.	Development Agreement as of May 22, 2018 between Akorn Animal Health, Inc. and NextPharma GmbH	NextPharma GmbH
61.	[intentionally omitted]	
62.	[intentionally omitted]	
67.	[intentionally omitted]	
68.	[intentionally omitted]	
69.	[intentionally omitted]	
70.	[intentionally omitted]	
71.	[intentionally omitted]	
73.	[intentionally omitted]	
74.	[intentionally omitted]	
75.	[intentionally omitted]	
76.	[intentionally omitted]	
77.	[intentionally omitted]	
78.	[intentionally omitted]	
79.	[intentionally omitted]	
80.	[intentionally omitted]	
82.	[intentionally omitted]	
83.	[intentionally omitted]	
84.	[intentionally omitted]	
85.	[intentionally omitted]	
86.	[intentionally omitted]	
87.	[intentionally omitted]	
88.	[intentionally omitted]	
89.	[intentionally omitted]	
90.	[intentionally omitted]	
91.	[intentionally omitted]	
92.	[intentionally omitted]	
93.	[intentionally omitted]	
94.	[intentionally omitted]	
95.	Manufacturing and Supply Agreement dated July 19, 2007 by and between Mikart, Inc. and Atley Pharmaceuticals, Inc. – Lortab (VDR # 5.4.9.2.4.14)	Mikart, Inc.
97.	[intentionally omitted]	

**AMENDED HIKMA  
Schedule 2.4(b)**

100.	Manufacturing and Supply Agreement dated April 1, 2005 by and between VersaPharm Incorporated and Mikart, Inc. – Aminocaproic Acid (VDR # 5.4.9.2.4.3)	Mikart, Inc.
101.	Amended and Restated Akorn / Commercial and Transfer offer for Tulathromycin injectable solution (replacing in its entirety AM-0293)	Fareva Amboise
102.	Development, License and Commercialization Agreement, dated April 4, 2022	FTF Pharma PVT. LTD

## EXHIBIT “B”



**PURCHASED ASSETS**

The Purchased Assets include all of the Estates' right, title and interest in and to, in each case with respect to the Products and/or Abbreviated New Drug Applications listed below:

1. ~~(+)~~other than any Documents whose transfer to Purchaser is prohibited by applicable Law, all Documents, including all Regulatory Documentation;

2. ~~(+)~~all rights of the Debtors or Estates against third parties (including suppliers, vendors, merchants, manufacturers and counterparties to leases, licensees, licensors of any Debtor) arising under or related to any Assigned Contract, Purchased Asset or Assumed Liability, including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates, and rebates owed by Governmental Entities), demands, allowances, refunds, rights of set off, rights of recovery, rights of subrogation, rights of recoupment, rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties or other similar rights, in each case with respect to the Assumed Liabilities or arising from the ownership or operation of any Purchased Assets;

3. ~~(+)~~to the extent transferable under applicable Law, all Permits, and all of the rights, interests and benefits accruing under such Permits or pending applications therefor;

4. ~~(+)~~all intellectual property owned by the Debtors or Estates related to the Purchased Assets, all rights to collect royalties and proceeds in connection therewith, all rights to sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, such intellectual property and any and all corresponding rights that, now or hereafter, may be secured throughout the world in respect of such intellectual property;

5. ~~(+)~~all goodwill and general intangible assets and rights of the Debtors or Estates to the extent relating to the other Purchased Assets or Assumed Liabilities;

6. ~~(+)~~all Product Registrations, Registration Information, and all other data and information regarding the development and commercialization of the Products, including all safety and efficacy databases, clinical data, non-clinical data and related books and records;

7. ~~(+)~~all rights and obligations under non-disclosure, confidentiality, and similar arrangements with (or for the benefit of) employees and agents of Sellers or with third parties (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the Bankruptcy Case and the Auction contemplated by the Bidding Procedures Order);

8. ~~(+)~~all avoidance actions under Chapter 5 of the Bankruptcy Code to the extent relating to the Purchased Assets and/or Assumed Liabilities, including actions relating to vendors and service providers that are counterparties to Assigned Contracts or relating to Assumed Liabilities;

9. ~~(+)~~all other Product Registrations, Registration Information, Documents, intellectual property or other intangible assets not purchased by any other successful purchaser at the Auction; and

~~(+)~~ ~~Any contracts, agreements, or arrangements pertaining to lab equipment and instruments, including all associated licenses and software as well as all associated orders, work orders, or similar documents as well as all amendments thereto, if any; and~~

10. ~~(+)~~Products/Abbreviated New Drug Applications:

**AMENDED HIKMA  
Schedule 2.1(a)**

76290	Amityville	Lido/Prilo
77847	Amityville	Dorzolamide-Timolol
203051	Amityville	Bimatoprost (Latisse)
203299	Amityville	Bimatoprost (Latisse)
40014	Amityville	Lidocaine Solution
77570	Amityville	Fluticasone Rx
40401	Amityville	Prednisolone
208024	Amityville	Fluticasone OTC
77026	Amityville	Acyclovir
74060	Amityville	Valproic Acid
209871	Amityville	Clobetasol Shampoo
208849	Amityville	Betamethasone Dipr (aug) Lotion
74650	Amityville	Sulfameth
77579	Amityville	Calcipotriene
203960	Amityville	Megestrol
78270	Amityville	Ciclopirox
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203189	Amityville	Gatifloxacin 0.5%
74749	Amityville	Albuterol Oral
75183	Amityville	Prednisolone
74731	Amityville	Minoxidil
74076	Amityville	Lactulose
90601	Amityville	Levetiracetam
200169	Amityville	Lorazepam Oral Conc
208809	Amityville	Morphine
208795	Amityville	Oxycodone
208817	Amityville	Oxycodone
40151	Amityville	Promethazine
40674	Amityville	Promethazine
40675	Amityville	Promethazine
76616	Amityville	Ofloxacin Otic
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209896	Amityville	Betamethasone Dipro Lotion
76141	Amityville	Clobetasol Gel
75325	Amityville	Clobetasol Emulsion
74220	Amityville	Clobetasol Cream
74221	Amityville	Clobetasol Ointment
74222	Amityville	Clobetasol Solution
208836	Amityville	Desonide
65028	CMO	Rifampin Capsules
	CMO	Nelarabine
	CMO	Enrofloxacin Tab
75602	CMO	Aminocaproic Tablets

**AMENDED HIKMA**  
***Schedule 2.1(a)***

15197	CMO	Aminocaproic Tablets
15230	CMO	Aminocaproic Oral Solution
79217	CMO	Dronabinol
	<del>CMO</del>	<del>Buprenorphine/Naloxone</del>
20837	CMO	Xopenex
81319	CMO	Pyrazinamide
201422	CMO	Tobramycin Inhalation
	CMO	Enrofloxacin 100mg
	CMO	Phytonadione
	CMO	Tulathromycin 100mg
	CMO	Calcium Gluconate
	CMO	Doramectin Inj
	CMO	Fluorometholone
	CMO	Vet Private Label
	CMO	Cefpodoxime Tab
	CMO	Protriptyline
<del>90622</del>	<del>CMO</del>	<del>Buprenorphine</del>
<del>77399</del>	CMO	Levocarnitine Tablets
40881	CMO	Lortab
<del>76485</del>	<del>CMO</del>	<del>Myorisan</del>
65220	CMO	Neomycin Sulfate
40251	CMO	Trihexyphenidyl
	CMO	Triamcinolone

**LIST OF ASSIGNED CONTRACTS/LEASES**

	<b>Name of Agreement</b>	<b>Counterparty</b>
1.	[intentionally omitted]	
2.	[intentionally omitted]	
3.	[intentionally omitted]	
4.	[intentionally omitted]	
5.	[intentionally omitted]	
6.	[intentionally omitted]	
7.	<del>First Amendment to Exclusive Supply Agreement as of July 31, 2013 between Epic Pharma, LLC and Akorn, Inc. (parent company of Hi Tech Pharmacal Co., Inc.)</del> <del>[intentionally omitted]</del>	<del>Epic Pharma, LLC</del>
8.	[intentionally omitted]	
9.	[intentionally omitted]	
10.	[intentionally omitted]	
11.	License and Supply Agreement entered into as of December 22, 2021 by and between Galenicum Health SLU and Akorn Operating Company, LLC	Galenicum Health, S.L.U.
12.	[intentionally omitted]	
13.	[intentionally omitted]	
14.	Transfer and Scale-Up Agreement as of March	Haupt Pharma Wolfratshausen

**AMENDED HIKMA  
Schedule 2.1(a)**

	<b>Name of Agreement</b>	<b>Counterparty</b>
	27, 2020 between Haupt Pharma Wolfratshausen GmbH, a member of the Aenova Group and Calyptus Pharmaceuticals Inc.	GmbH, a member of the Aenova Group
15.	Distribution & Marketing Agreement dated April 5, 2022 by and between Intas Pharmaceuticals Limited and Akorn Operating LLC d/b/a Akorn Animal Health and Accord Healthcare Inc.	Intas Pharmaceuticals Limited
16.	<del>Supply Price Adjustment as of July 1, 2021 to June 30, 2022 between Leadiant Biosciences, Inc. and Akorn Operating Company LLC</del> <u>[intentionally omitted]</u>	<del>Leadiant Biosciences, Inc.</del>
17.	<del>Termination of Manufacturing and Supply Agreement dated April 1, 2005, expiration on April 1, 2021</del> <u>[intentionally omitted]</u>	<del>Mikart, Inc.</del>
18.	Letter to Mikart Inc. dated October 18, 2013 titled “Re: Use of Lortab® Mark” dated re: Mikart Inc. and ECR Pharmaceuticals Inc. Manufacturing and Supply Agreement dated July 19, 2007	Mikart, Inc.
19.	Manufacturing and Supply Agreement dated April 1, 2005 by and between VersaPharm Incorporated and Mikart, Inc. – Pyrazinamide ( <u>VDR # 5.4.9.2.4.6</u> )	Mikart, Inc.
20.	Agreement for Purchase of ANDAs for Aminocaproic Acid 500mg Tablets and Aminocaproic Acid 1.25g per 5 mL Oral Solution dated April 14, 2015 by and between Mikart, Inc. and VersaPharm Incorporated	Mikart, Inc.
21.	First Amendment to Manufacturing and Supply Agreement dated September 5, 2008 by and between Mikart, Inc. and VersaPharm Incorporated	Mikart, Inc.
22.	Agreement and Second Amendment to Manufacturing and Supply Agreement dated August 17, 2016 by and between Mikart, Inc. and Akorn, Inc. – Pyrazinamide ( <u>VDR # 5.4.9.2.4.8</u> )	Mikart, Inc.
23.	<u>[intentionally omitted]</u>	
24.	Exclusive Manufacturing Supply Agreement as of June 25, 2013 between Akorn, Inc. and Niagara Pharmaceuticals Inc.	Niagara Pharmaceuticals Inc.
<del>25.—</del>	<del>[Intentionally omitted]</del>	
<del>26.—</del>	<del>License and Commercialization Agreement dated April 7, 2022 by and between Akorn Operating Company LLC and Orbicular Pharmaceutical Technologies Pvt Ltd</del>	<del>Orbicular Pharmaceutical Technologies Pvt Ltd</del>
<del>27.—</del>	<del>Development and Licensing Agreement by and between Akorn Operating Company LLC and Orbicular Pharmaceutical Technologies Pvt Ltd</del>	<del>Orbicular Pharmaceutical Technologies Pvt Ltd</del>

**AMENDED HIKMA**  
**Schedule 2.1(a)**

	<b>Name of Agreement</b>	<b>Counterparty</b>
<del>28.</del>	<del>Price Adjustment to Manufacturing Services Agreement as of January 1, 2021 between Patheon Pharmaceuticals Inc. and VersaPharm Incorporated</del>	<del>Patheon Pharmaceuticals Inc.</del>
<del>29.</del>	<del>Manufacturing Services Agreement as of October 1, 2007 between Patheon Pharmaceuticals Inc. and VersaPharm Incorporated</del>	<del>Patheon Pharmaceuticals Inc.</del>
<del>30.</del>	<del>First Amendment to Manufacturing Services Agreement as of July 8, 2013 between Patheon Pharmaceuticals Inc. and VersaPharm Incorporated dated October 1, 2007</del>	<del>Patheon Pharmaceuticals Inc.</del>
<del>31.</del>	<del>Manufacturing Services Agreement as of March 9, 2022 between Patheon Pharmaceuticals Inc. and VersaPharm Incorporated and successor Akorn Operating Company LLC dated October 1, 2007 and amended July 8, 2013</del>	<del>Patheon Pharmaceuticals Inc.</del>
<del>32.</del>	<del>Master Manufacturing and Supply Agreement as of January 1, 2018 between Akorn Inc. and Pharmasol Corporation</del>	<del>Pharmasol Corporation</del>
<del>25, 33.</del>	<del>[intentionally omitted]</del>	
<del>34.</del>	<del>Supply Agreement dated April 22, 2011 between Siegfried (USA) Inc. and Akorn, Inc.</del>	<del>Siegfried (USA) Inc.</del>
<del>35.</del>	<del>Second Amendment to Amended and Restated Supply Agreement entered into as of January 31, 2012 and amended on February 3, 2014 by and between Akorn, Inc. and Siegfried USA, LLC (f/k/a Siegfried (USA) Inc.) effective as of January 1, 2017</del>	<del>Siegfried USA, LLC (f/k/a Siegfried (USA) Inc.)</del>
<del>36.</del>	<del>Amendment is made as of February 3, 2014 to the Supply Agreement with regard to pentobarbital dated April 22, 2011 between Siegfried USA, LLC (f/k/a Siegfried (USA) Inc.) and Akorn Inc.</del>	<del>Siegfried USA, LLC (f/k/a Siegfried (USA) Inc.)</del>
<del>26, 37.</del>	<del>[intentionally omitted]</del>	
<del>27, 38.</del>	<del>Development and Supply Agreement dated July 28th, 2006 by and between Akorn, Inc and Sofgen Pharmaceuticals, LLC [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>28, 39.</del>	<del>First Amendment to Development and Supply Agreement dated March 12, 2009 by and between Akorn, Inc and Sofgen Pharmaceuticals, LLC [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>29, 40.</del>	<del>Exclusive Supply Agreement dated January 1, 2016 by and between Akorn, Inc and Sofgen Pharmaceuticals, LLC [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>30, 41.</del>	<del>Addendum #2 to Exclusive Supply Agreement dated January 1, 2016 by and between Akorn, Inc and Sofgen Pharmaceuticals, LLC [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>31, 42.</del>	<del>Settlement Agreement and Release dated March 10, 2016 by and between Sofgen Pharmaceuticals, LLC and Akorn, Inc [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>32, 43.</del>	<del>Addendum to Exclusive Supply Agreement dated June 12, 2018 by and between Akorn, Inc and Sofgen Pharmaceuticals, LLC [intentionally omitted]</del>	<del>Sofgen Pharmaceuticals, LLC</del>
<del>33.</del>	<del>[intentionally omitted]</del>	
<del>34.</del>	<del>[intentionally omitted]</del>	
<del>35.</del>	<del>[intentionally omitted]</del>	
<del>36.</del>	<del>[intentionally omitted]</del>	

**AMENDED HIKMA  
Schedule 2.1(a)**

	<b>Name of Agreement</b>	<b>Counterparty</b>
37.	<a href="#">[intentionally omitted]</a>	
38.	<a href="#">[intentionally omitted]</a>	
39.	<a href="#">[intentionally omitted]</a>	
40.	<a href="#">[intentionally omitted]</a>	
41.	<a href="#">[intentionally omitted]</a>	
42.	<a href="#">[intentionally omitted]</a>	
43.	<a href="#">[intentionally omitted]</a>	
44.	<a href="#">[intentionally omitted]</a>	
45.	First Amendment to Tech Transfer and Commercialization Agreement as of February 12, 2021 between Akorn Operating Company LLC (d.b.a. Akorn Animal Health, Inc.) and Tetraxenx Animal Health ULD, dba Vetio	Tetraxenx Animal Health ULD, dba Vetio
46.	Tech Transfer and Commercialization Agreement as of November 10, 2020 between Akorn Operating Company LLC (d.b.a. Akorn Animal Health, Inc.) and Tetraxenx Animal Health ULD, dba Vetio	Tetraxenx Animal Health ULD, dba Vetio
47.	<del>Supply Agreement as of July 14, 2021 between The Ritedose Corporation and Akorn Operating Company LLC</del> <a href="#">[intentionally omitted]</a>	<del>The Ritedose Corporation</del>
48.	Tech Transfer and Commercialization Agreement as of April 22, 2021 between Akorn Operating Company LLC and TriRx Pharmaceutical Services	TriRx Pharmaceutical Services
<del>49.</del>	<del><a href="#">[intentionally omitted]</a></del>	
<del>50.</del>	<del><a href="#">[intentionally omitted]</a></del>	
<del>51.</del>	<del>Supplier Quality Agreement, by and between Akorn Pharmaceuticals and XGEN DJB Pharmaceuticals DJB, Inc., dated November 6, 2020</del>	<del>XGEN DJB Pharmaceuticals DJB, Inc.</del>
<del>52.</del>	<del>Supplier Quality Agreement, by and between Akorn Pharmaceuticals and XGEN DJB Pharmaceuticals DJB, Inc., dated July 20, 2022</del>	<del>XGEN DJB Pharmaceuticals DJB, Inc.</del>
<del>53.</del>	<del>Supplier Quality Agreement, by and between Akorn Pharmaceuticals and XGEN DJB Pharmaceuticals DJB, Inc., dated April 15, 2021</del>	<del>XGEN DJB Pharmaceuticals DJB, Inc.</del>
<del>54.</del>	<del>Safety Data Exchange Agreement, by and between XGEN DJB Pharmaceuticals DJB, Inc. and Akorn Operating Company, dated May 12, 2021</del>	<del>XGEN DJB Pharmaceuticals DJB, Inc.</del>
<del>55.</del>	<del>Supplier Quality Agreement, by and between XGen DJB Pharmaceuticals DJB, Inc. and Akorn Pharmaceuticals, dated November 6, 2020</del>	<del>XGEN DJB Pharmaceuticals DJB, Inc.</del>
<del>56.</del>	<del>Commercial Manufacturing Supply Agreement as of April 28, 2006 between Akorn Inc. and X-GEN Pharmaceuticals</del>	<del>X-GEN Pharmaceuticals</del>
<del>57.</del>	<del>Amendment to License and Supply Agreement as of June 11, 2010 between X-Gen Pharmaceuticals Inc. and Hi-Tech Pharmaal Co. dated February 29, 2008</del>	<del>X-Gen Pharmaceuticals Inc.</del>
<del>58.</del>	<del>License and Supply Agreement as of February 29, 2008 between X-Gen Pharmaceuticals Inc. and Hi-Tech</del>	<del>X-Gen Pharmaceuticals Inc.</del>

**AMENDED HIKMA**  
**Schedule 2.1(a)**

	<b>Name of Agreement</b>	<b>Counterparty</b>
	<del>Pharmaceutical Co., Inc.</del>	
<del>59.</del>	<del>Assignment and Amendment to Commercial Manufacturing Supply Agreement as of April 28, 2006 between Akorn Operating Company LLC and X-Gen Pharmaceuticals, Inc., and X-Gen Pharmaceuticals DBJ, Inc. effective October 19, 2021</del>	<del>X-Gen Pharmaceuticals Inc.</del>
<del>60.</del>	<del>Purchase and Sale Contract, by and between Frontier Technology, LLC d/b/a MicroAge and Akorn Operating Company, dated February 21, 2022</del>	<del>Frontier Technology, LLC d/b/a MicroAge</del>
<del>61.</del>	<del>[intentionally omitted]</del>	
<del>62.</del>	<del>[intentionally omitted]</del>	
<del>63.</del>	<del>Parking Lot Lease</del>	<del>Lucille Bonanne</del>
<del>64.</del>	<del>Microsoft Enterprise Services Work Order (6Y03217-343979 421187), by and between Akorn Operating Company d/b/a Akorn, Inc. and Microsoft Corporation, effective as of March 30, 2012</del>	<del>Microsoft Corp.</del>
<del>65.</del>	<del>Microsoft Customer Agreement, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del>	<del>Microsoft</del>
<del>66.</del>	<del>Master Subscription Agreement, by and between Veeva Systems, Inc. and Akorn, Inc., dated September 10, 2014 and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del>	<del>Veeva Systems, Inc.</del>
<del>67.</del>	<del>[intentionally omitted]</del>	
<del>68.</del>	<del>[intentionally omitted]</del>	
<del>69.</del>	<del>[intentionally omitted]</del>	
<del>70.</del>	<del>[intentionally omitted]</del>	
<del>71.</del>	<del>[intentionally omitted]</del>	
<del>72.</del>	<del>[intentionally omitted]</del>	
<del>73.</del>	<del>[intentionally omitted]</del>	
<del>74.</del>	<del>[intentionally omitted]</del>	
<del>75.</del>	<del>[intentionally omitted]</del>	
<del>76.</del>	<del>[intentionally omitted]</del>	
<del>77.</del>	<del>[intentionally omitted]</del>	
<del>78.</del>	<del>[intentionally omitted]</del>	
<del>79.</del>	<del>[intentionally omitted]</del>	
<del>80.</del>	<del>[intentionally omitted]</del>	
<del>81.</del>	<del>[intentionally omitted]</del>	
<del>82.</del>	<del>[intentionally omitted]</del>	
<del>49.</del> <del>83.</del>	<del>[intentionally omitted]</del>	
<del>50.</del> <del>84.</del>	<del>[intentionally omitted]</del>	
<del>51.</del> <del>85.</del>	<del>[intentionally omitted]</del>	
<del>52.</del> <del>86.</del>	<del>[intentionally omitted]</del>	
<del>53.</del> <del>87.</del>	<del>[intentionally omitted]</del>	
<del>54.</del> <del>88.</del>	<del>[intentionally omitted]</del>	
<del>55.</del> <del>89.</del>	<del>[intentionally omitted]</del>	
<del>56.</del> <del>90.</del>	<del>[intentionally omitted]</del>	
<del>57.</del> <del>91.</del>	<del>[intentionally omitted]</del>	
<del>58.</del> <del>92.</del>	<del>[intentionally omitted]</del>	
<del>59.</del> <del>93.</del>	<del>[intentionally omitted]</del>	

**AMENDED HIKMA  
Schedule 2.1(a)**

	<b>Name of Agreement</b>	<b>Counterparty</b>
<del>60.</del> <u>94.</u>	[intentionally omitted]	
<del>61.</del> <u>95.</u>	[intentionally omitted]	
<del>62.</del> <u>96.</u>	[intentionally omitted]	
<del>63.</del> <u>97.</u>	[intentionally omitted]	
<del>64.</del> <u>98.</u>	<del>API Supply Agreement dated July 24, 2019 by and between Akorn, Inc. and Marcor Development, LLC— Lactulose (5.4.9.1.1.26)</del> <u>[intentionally omitted]</u>	<del>Marcor Development, LLC dated</del>
<del>65.</del> <u>99.</u>	<del>First Amendment to API Supply Agreement dated January 1, 2021 by and between Marcor Development, LLC and Akorn Operating Company LLC D.B.A. Akorn, Inc.— Lactulose (5.4.9.1.1.27)</del> <u>[intentionally omitted]</u>	<del>Marcor Development, LLC dated</del>
<u>66.</u>	<u>[intentionally omitted]</u>	
<u>67.</u>	<u>[intentionally omitted]</u>	
<u>68.</u>	<u>[intentionally omitted]</u>	
<u>69.</u>	<u>[intentionally omitted]</u>	
<u>70.</u>	<u>[intentionally omitted]</u>	
<u>71.</u>	<u>[intentionally omitted]</u>	
<u>72.</u>	<u>[intentionally omitted]</u>	
<u>73.</u>	<u>[intentionally omitted]</u>	
<u>74.</u>	<u>[intentionally omitted]</u>	
<u>75.</u>	<u>[intentionally omitted]</u>	
<u>76.</u>	<u>[intentionally omitted]</u>	
<u>77.</u>	<u>[intentionally omitted]</u>	
<u>78.</u>	<u>[intentionally omitted]</u>	
<u>79.</u>	<u>[intentionally omitted]</u>	
<u>80.</u>	<u>[intentionally omitted]</u>	
<u>81.</u>	<u>[intentionally omitted]</u>	
<u>82.</u>	<u>[intentionally omitted]</u>	
<u>83.</u>	<u>[intentionally omitted]</u>	
<u>84.</u>	<u>[intentionally omitted]</u>	
<u>85.</u>	<u>[intentionally omitted]</u>	
<u>86.</u>	<u>[intentionally omitted]</u>	
<u>87.</u>	<u>[intentionally omitted]</u>	
<u>88.</u>	<u>[intentionally omitted]</u>	
<u>89.</u>	<u>[intentionally omitted]</u>	
<u>90.</u>	<u>[intentionally omitted]</u>	
<u>91.</u>	<u>[intentionally omitted]</u>	
<u>92.</u>	<u>[intentionally omitted]</u>	
<u>93.</u>	<u>[intentionally omitted]</u>	
<u>94.</u>	<u>[intentionally omitted]</u>	
<u>95.</u>	<u>[intentionally omitted]</u>	
<u>96.</u>	<u>[intentionally omitted]</u>	
<u>97.</u>	<u>[intentionally omitted]</u>	
<u>98.</u>	<u>[intentionally omitted]</u>	
<u>99.</u>	<u>[intentionally omitted]</u>	



AMENDED HIKMA  
*Schedule 2.1(a)*

AMENDED HIKMA  
*Schedule 2.4(b)***Preliminary List of Added Contract(s)/Lease(s)**

23.	Development Agreement as of May 22, 2018 between Akorn Animal Health, Inc. and NextPharma GmbH	NextPharma GmbH
61.	<del>ParkPlace Cisco Renewal, dated as of January 5, 2023</del> <a href="#">[intentionally omitted]</a>	MicroAge
62.	<del>Nutanix Renewal, dated as of April 21, 2023</del> <a href="#">[intentionally omitted]</a>	MicroAge
67.	<del>Enterprise Agreement dated as of May 20, 2014 and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	TraceLink, Inc.
68.	<del>Master Country Agreement dated as of August 11, 2020 and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Equinix LLC
69.	<del>Enterprise License Agreement effective as of March 23, 2022</del> <a href="#">[intentionally omitted]</a>	VMWare, Inc.
70.	<del>Service Contract dated as of February 14, 2014</del> <a href="#">[intentionally omitted]</a>	inContact
71.	<del>AT&amp;T MA Ref. No 154355UA / AT&amp;T PS Contract ID MIS14149681</del> <a href="#">[intentionally omitted]</a>	AT&T
73.	<del>Comcast MetroE agreement, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Comcast
74.	<del>Windstream agreement, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Windstream
75.	<del>Palo Alto Firewalls agreement, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Palo Alto Firewalls
76.	<del>CalyxIT, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	CalyxIT
77.	<del>Empower, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Empower
78.	<del>Blue Mountain RAM, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Blue Mountain

AMENDED HIKMA  
Schedule 2.4(b)

79.	<del>Silverfort on-prem MFA, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Silverfort
80.	<del>Trackwise agreement, including all associated licenses for servers and workstations and all associated orders, work orders, or similar documents as well as all amendments thereto, if any</del> <a href="#">[intentionally omitted]</a>	Trackwise
82.	<del>Transfer, License and Supply Agreement by and between Douglas Pharmaceuticals America Limited and VersaPharm Incorporated signed by Douglas Pharmaceuticals America Limited on March 27, 2008 and by VersaPharm Incorporated on April 1, 2008—Myorisan (5.4.9.2.1.1; also at 5.4.5.3.4.5.7)</del> <a href="#">[intentionally omitted]</a>	Douglas Pharmaceuticals America Limited
83.	<del>Letter titled “Re: Manufacture of Isotretinoin 30 mg pre ANDA approval” dated February 23, 2015 from Douglas Pharmaceuticals America Limited to VersaPharm Incorporated—Myorisan (5.4.9.2.1.2)</del> <a href="#">[intentionally omitted]</a>	Douglas Pharmaceuticals America Limited
84.	<del>Letter titled “TRANSFER, LICENSE AND SUPPLY AGREEMENT DATED 27 MARCH 2008 FOR ISOTRETINOIN 10MG, 20MG AND 40MG SOFT GEL CAPSULES” dated April 23, 2012 from Douglas Pharmaceuticals America Limited to VersaPharm Incorporated intended to be the 2nd amendment to the Transfer, License and Supply Agreement—Myorisan (5.4.9.2.1.3)</del> <a href="#">[intentionally omitted]</a>	Douglas Pharmaceuticals America Limited
85.	<del>Letter titled “TRANSFER, LICENSE AND SUPPLY AGREEMENT DATED 27 MARCH 2008 FOR ISOTRETINOIN 10MG, 20MG AND 40MG SOFT GEL CAPSULES” dated February 8, 2010 from Douglas Pharmaceuticals America Limited to VersaPharm Incorporated intended to be the 1<sup>st</sup> amendment to the Transfer, License and Supply Agreement—Myorisan (5.4.9.2.1.4)</del> <a href="#">[intentionally omitted]</a>	Douglas Pharmaceuticals America Limited
86.	<del>Letter titled “TRANSFER, LICENSE AND SUPPLY AGREEMENT DATED 27 MARCH 2008 FOR ISOTRETINOIN 10MG, 20MG AND 40MG SOFT GEL CAPSULES” dated August 2, 2013 from Douglas Pharmaceuticals America Limited to VersaPharm Incorporated intended to be the 3rd amendment to the Transfer, License and Supply Agreement—Myorisan (5.4.9.2.1.5)</del> <a href="#">[intentionally omitted]</a>	Douglas Pharmaceuticals America Limited
87.	<del>Amendment #4 to Transfer, License, and Supply agreement</del>	Douglas Pharmaceuticals America

AMENDED HIKMA  
Schedule 2.4(b)

	<del>dated February 15, 2017 by and between Douglas Pharmaceuticals America Limited and VersaPharm Incorporated—Myorisan</del> <a href="#">[intentionally omitted]</a>	<del>Limited</del>
88.	<del>Amendment #5 to Transfer, License, and Supply agreement dated March 28, 2017 by and between Douglas Pharmaceuticals America Limited and VersaPharm Incorporated—Myorisan (5.4.9.2.1.7)</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
89.	<del>Amendment #6 to Transfer, License, and Supply agreement dated May 8, 2018 by and between Douglas Pharmaceuticals America Limited and VersaPharm Incorporated—Myorisan (5.4.9.2.1.8)</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
90.	<del>Amendment #7 to Transfer, License, and Supply agreement dated September 1, 2019 by and between Douglas Pharmaceuticals America Limited and VersaPharm Incorporated—Myorisan (5.4.9.2.1.9)</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
91.	<del>Letter dated November 23, 2021 from Langer Grogan &amp; Diver P.C. to Sills Cummis &amp; Gross regarding Akorn Operating Company LLC and a Transfer, License and Supply Agreement dated April 1, 2008, involving Douglas Pharmaceuticals Limited—Myorisan (5.4.9.2.1.10)</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
92.	<del>Letter dated November 24, 2021 from Langer Grogan &amp; Diver P.C. to Sills Cummis &amp; Gross regarding Akorn/Douglas Agreement and alleged breaches thereof—Myorisan (5.4.9.2.1.11)</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
93.	<del>Letter dated November 22, 2021 titled “Akorn Operating Company LLC” from Sills Cummis &amp; Gross to Douglas Pharmaceuticals America Limited</del> <a href="#">[intentionally omitted]</a>	<del>Douglas Pharmaceuticals America Limited</del>
94.	<del>Manufacturing and Supply Agreement dated April 1, 2005 and its amendments, if any—Trihexyphenidyl (5.4.9.2.4.7)</del> <a href="#">[intentionally omitted]</a>	<del>Mikart, Inc.</del>
95.	Manufacturing and Supply Agreement dated July 19, 2007 by and between Mikart, Inc. and Atley Pharmaceuticals, Inc. – Lortab ( <a href="#">VDR # 5.4.9.2.4.14</a> )	Mikart, Inc.
97.	<del>Contract of Supply dated September 24, 2012—Tobramycin (5.4.9.1.1.22)</del> <a href="#">[intentionally omitted]</a>	<del>Chemworth, Inc.</del>
<a href="#">100.</a>	<a href="#">Manufacturing and Supply Agreement dated April 1, 2005 by and between VersaPharm Incorporated and Mikart, Inc. – Aminocaproic Acid (VDR # 5.4.9.2.4.3)</a>	<a href="#">Mikart, Inc.</a>
<a href="#">101.</a>	<a href="#">Amended and Restated Akorn / Commercial and Transfer offer for Tulathromycin injectable solution (replacing in its entirety AM-0293)</a>	<a href="#">Fareva Amboise</a>

AMENDED HIKMA  
*Schedule 2.4(b)*

<u>102.</u>	<u>Development, License and Commercialization Agreement, dated April 4, 2022</u>	<u>FTF Pharma PVT. LTD</u>
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